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JONATHAN WOODARD, and all others similarly situated
8 (additional attorneys for Plaintiff(s) on following page)

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN FRANCISCO**
11 **(UNLIMITED JURISDICTION)**

12 JONATHAN WOODARD, on behalf of himself
13 and all others similarly situated, and the general
14 public, and as an "Aggrieved Employee" on
15 behalf of other "Aggrieved Employees" under
the Private Attorneys General Act of 2004,

16 *Plaintiff,*

17 vs.

18 A1 PROTECTIVE SERVICES, INC., a
19 California corporation; and DOES 1-50,
20 inclusive,

21 *Defendants.*

Case No.: CGC22601856

~~PROPOSED~~ FIRST AMENDED
CLASS ACTION

COMPLAINT FOR:

1. Failure to Pay All Wages Earned for All Hours Worked and Other Compensable Hours at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
2. Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
3. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
4. Failure to Indemnify (Lab. Code §§ 1198 and 2802);
5. Wage Statement Penalties (Lab. Code § 226);
6. Waiting Time Penalties (Lab. Code § 203);
7. Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.; and
8. Civil Penalties (Lab Code §§ 2698, et seq.)

JURY TRIAL DEMANDED

**ELECTRONICALLY
FILED**

*Superior Court of California,
County of San Francisco*

**01/31/2023
Clerk of the Court**

BY: BOWMAN LIU

Deputy Clerk



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1 Plaintiff, Jonathan Woodard (hereafter “Plaintiff” or “Woodard”), on behalf of himself
2 and all others similarly situated, complains and alleges as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this class and representative action for alleged violations of the
5 California Labor Code, Industrial Welfare Commission Order No. 4-2001 (hereafter “the Wage
6 Order”), and the California Business and Professions Code against Defendants A1 Protective
7 Services, Inc., a California corporation, and Does 1 through 50, inclusive (collectively
8 “Defendants”).

9 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
10 him and other similarly situated workers for unpaid wages, statutory penalties, interest, and
11 related relief. These claims are based on Defendants’ failures to:

12 (A) Pay all wages, including minimum, regular, overtime and doubletime
13 wages earned for all hours worked at the correct rates of pay;

14 (B) Provide all meal periods;

15 (C) Authorize and permit all rest breaks;

16 (D) Pay premium wages for unprovided meal periods;

17 (E) Pay premium wages for unprovided rest breaks;

18 (F) Indemnify for necessary work-related expenditures;

19 (G) Issue only accurate and complete itemized wage statements; and

20 (H) Timely pay wages upon termination of employment

21 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
22 restitution, statutory penalties, attorneys’ fees, costs, and related relief through this class action.

23 **II. THE PARTIES**

24 3. Plaintiff Jonathan Woodard is a resident of California. At all relevant times,
25 Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations Section
26 11040, and an “aggrieved employee” within the meaning of California Labor Code § 2699(c).

27 4. Defendant A1 Protective Services, Inc. is a corporation organized and existing
28 under the laws of California and also a citizen of California based on Plaintiff’s information and
29 belief.

5. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
participation in the conduct alleged herein of the Defendants sued as DOES 1-50, inclusive, but



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1 is informed and believes and thereon alleges that said Defendants are legally responsible for the
2 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
3 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE Defendants
4 when ascertained.

5 6. Plaintiff is informed and believes and thereon alleges that, at all relevant times
6 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
7 remaining defendants, and in doing the things hereinafter alleged, were acting or failing to act
8 within the course and scope of such agency, employment, direction and control, and with the
9 approval and ratification of each of the other Defendants.

10 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
11 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack
12 of a practice which resulted in Defendants not compensating Plaintiff and the other Class
13 Members or otherwise complying with their rights in accordance with applicable California labor
14 laws as alleged herein.

15 8. At all relevant times, in perpetrating the acts and omissions alleged herein,
16 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice, or
17 lack thereof, which resulted in Defendants not paying Plaintiff and other members of the below-
18 described class in accordance with applicable laws as alleged herein.

19 **III. CLASS ALLEGATIONS**

20 9. This action has been brought and may be maintained as a class action pursuant to
21 California Code of Civil Procedure section 382 because there is a well-defined community of
22 interest among the persons who comprise the readily ascertainable class defined below and
23 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as
24 a class action.

25 10. **Class Definition:** The Class is defined as follows: All persons Defendants
26 employed in California or contracted with as hourly, non-exempt employees, including, but not
27 limited to, security guards, individuals performing work comparable to the aforementioned,
28 compensated comparably to the aforementioned, and individuals in similar positions, at any time
during the period beginning four years prior to the filing of this action and ending on the date that
final judgment is entered in this action (“Class” or “Class Members”).

11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the



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1 right to amend or modify the class definition with greater specificity, by further division into
2 subclasses and/or by limitation to particular issues.

3 12. **Numerosity:** The Class Members are so numerous that the individual joinder of
4 each individual Class Member is impractical. While Plaintiff does not currently know the exact
5 number of Class Members, Plaintiff is informed and believes that the actual number exceeds the
6 minimum required for numerosity under California laws.

7 13. **Commonality and Predominance:** Common questions of law and fact exist as to
8 all Class Members and predominate over any questions which affect only individual Class
9 Members. These questions include, but are not limited to:

10 A. Whether Defendants failed to pay all wages earned to Class Members for
11 all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime,
12 meal period premium, and rest period premium wages;

13 B. Whether Defendants failed to provide the Class Members with all meal
14 periods in compliance with California law;

15 C. Whether Defendants failed to authorize and permit the Class Members to
16 take all rest periods in compliance with California law;

17 D. Whether Defendants failed to indemnify the Class Members for the
18 reasonable expenses they incurred during the course of performing their duties;

19 E. Whether Defendants knowingly and intentionally failed to provide the
20 class with accurate and complete itemized wage statements;

21 F. Whether Defendants willfully failed to provide the class with timely final
22 wages;

23 G. Whether Defendants engaged in unfair competition within the meaning of
24 Business and Professions Code sections 17200, et seq., with respect to the Class; and

25 H. Whether Class Members are entitled to restitution of money or property
26 that Defendants may have acquired from them through alleged Labor Code violations.

27 14. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
28 Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or
practice, or lack thereof, which resulted in Defendants failing to comply with the California Labor
Code, the Wage Order, and the Business and Professions Code.

15. **Adequacy of Class Representative:** Plaintiff is an adequate class representative



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1 in that he has no interests that are adverse to, or otherwise in conflict with, the interests of absent
2 Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of Class
3 Members. Plaintiff will fairly and adequately represent and protect the interests of Class
4 Members.

5 16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
6 they have no known conflicts of interest with Plaintiff or absent Class Members, are experienced
7 in class action litigation, and are dedicated to vigorously prosecuting this action on behalf of
8 Plaintiff and absent Class Members.

9 17. **Superiority:** A class action is vastly superior to other available means for fair and
10 efficient adjudication of Class Members' claims and would be beneficial to the parties and the
11 Court. Class action treatment will allow a number of similarly situated persons to simultaneously
12 and efficiently prosecute their common claims in a single forum without the unnecessary
13 duplication of effort and expense that numerous individual actions would entail. In addition, the
14 monetary amounts due to many individual Class Members are likely to be relatively small and
15 would thus make it difficult, if not impossible, for individual Class Members to both seek and
16 obtain relief. Moreover, a class action will serve an important public interest by permitting Class
17 Members to effectively pursue the recovery of monies owed to them. Further, a class action will
18 prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

19 **IV. STATEMENT OF FACTS**

20 18. The Wage Order applies to "all persons employed in professional, technical,
21 mechanical, and similar occupations whether paid on a time, piece rate, commission, or other
22 basis..." Wage Order, § 1. The Wage Order defines "Professional, Technical, Clerical,
23 Mechanical, and Similar Occupations" to include

24 professional, semiprofessional, managerial, supervisorial, laboratory, research,
25 technical, clerical, office work, and mechanical occupations. Said occupations
26 shall include, but not be limited to, the following: accountants; agents; appraisers;
27 artists; attendants; audio-visual technicians; bookkeepers; bundlers; billposters;
28 canvassers; carriers; cashiers; checkers; clerks; collectors; communications and
sound technicians; compilers; copy holders; copy readers; copy writers; computer
programmers and operators; demonstrators and display representatives;
dispatchers; distributors; door-keepers; drafters; elevator operators; estimators;
editors; graphic arts technicians; guards; guides; hosts; inspectors; installers;
instructors; interviewers; investigators; librarians; laboratory workers; machine
operators; mechanics; mailers; messengers; medical and dental technicians and



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1 technologists; models; nurses; packagers; photographers; porters and cleaners;
2 process servers; printers; proof readers; salespersons and sales agents; secretaries;
3 sign erectors; sign painters; social workers; solicitors; statisticians; stenographers;
4 teachers; telephone, radiotelephone, telegraph and call-out operators; tellers;
5 ticket agents; tracers; typists; vehicle operators; x-ray technicians; their assistants
6 and other related occupations listed as professional, semiprofessional, technical,
7 clerical, mechanical, and kindred occupations

8 Wage Order, § 2(O). At all relevant times during the applicable limitations period, the
9 Defendants, Woodard, and all of the Class Members were covered by the Wage Order because
10 Woodard and all of the Class Members worked for the Defendants as guards, their assistants and
11 other related occupations listed as professional, semiprofessional, technical, clerical, mechanical,
12 and kindred occupations. Accordingly, Woodard and all of the other Class Members are entitled
13 to the protections the Wage Order provides.

14 19. On approximately March 17, 2022, the Defendants began to employ Woodard in
15 San Francisco in the position of hourly, non-exempt security guard. The Defendants continuously
16 employed him in that capacity until on or about June 5, 2022 when his employment ended.

17 20. At all relevant times, the Defendants issued wages to Woodard and all of the other
18 Class Members on a basis and paid them by the hour. At all relevant times, the Defendants
19 classified Woodard and all of the other Class Members as protections of the Labor Code and the
20 Wage Order.

21 21. At all relevant times, the Defendants failed to compensate Woodard and all of the
22 other Class Members for all hours worked at the applicable minimum or regular rates of pay. The
23 Defendants required Woodard and the Class Members to travel between work posts in the same
24 workday off-the-clock and without pay. The Defendants required Woodard and the Class
25 Members to wait for the next guard on shift after their shifts are over off-the-clock and without
26 pay. The Defendants required Woodard and the Class Members to monitor vehicles entering and
27 exiting the worksite off the clock and without pay during their meal periods.

28 22. At all relevant times, the Defendants failed to compensate Woodard and all of the
 other Class Members at the correct rates of pay for all hours worked over eight in a day, over 40
 in a week, and for the first eight hours of the seventh day of the workweek. The aforementioned
 unpaid work duties caused Woodard and the Class Members to work overtime hours. However,
 The Defendants did not pay Woodard and the Class Members overtime premium wages for such
 work time.



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1 23. At all relevant times, the Defendants failed to compensate Woodard and all of the
2 other Class Members at the correct rates of pay for all hours worked over 12 in a day, and all over
3 the first eight of the seventh day of the workweek. The aforementioned unpaid work duties caused
4 Woodard and the Class Members to work doubletime hours. However, The Defendants did not
5 pay Woodard and the Class Members doubletime premium wages for such work time.

6 24. At all relevant times, the Defendants failed to provide Woodard and all of the other
7 Class Members with all timely 30-minute, off-duty meal periods. The Defendants required
8 Woodard and the Class Members to monitor vehicles entering and exiting the worksite off the
9 clock and without pay during their meal periods. The Defendants also failed to pay premium
10 wages for days on which they failed to provide Woodard and all of the other Class Members with
11 meal periods as required by law.

12 25. At all relevant times, the Defendants failed to authorize and permit Woodard and
13 all of the other Class Members to take ten-minute, off-duty, paid rest breaks every four hours
14 worked or major portion thereof. The Defendants required Woodard and the Class Members to
15 monitor vehicles entering and exiting the worksite during their rest breaks. The Defendants also
16 failed to pay premium wages for days on which they failed to authorize and permit Woodard and
17 all of the other Class Members to take rest breaks as required by law.

18 26. At all relevant times, the Defendants required Woodard and all of the other Class
19 Members to incur certain business expenses in the course of performing their duties. The
20 Defendants required Woodard and all of the other Class Members to supply mobile phones, and
21 their own vehicles for transportation between work sites to perform their job duties. However, the
22 Defendants did not provide these items and did not reimburse Woodard and the other Class
23 Members for these items.

24 27. At all relevant times, the Defendants required Woodard and all of the other Class
25 Members to obtain and pay for preemployment medical or physical examinations as a condition
26 of employment. The Defendants did not reimburse Woodard and the other Class Members for the
27 costs of these examinations.

28 28. At all relevant times, the Defendants failed to issue to Woodard and all of the other
Class Members complete and accurate wage statements that state all hours worked at the correct
rates of pay, and all wages earned. The Defendants knowingly and intentionally failed to state on
the wage statements they issued to Woodard and all of the other Class Members the unpaid wages



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discussed above. The wage statements fail to state all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, and related information.

29. At all relevant times, the Defendants also failed to timely pay Woodard and all of the other Class Members all earned wages as described above during and at the conclusion of employment.

30. At all relevant times, the Defendants failed to maintain accurate employee records of Woodard and all of the other Class Members.

31. For the reasons stated herein, Plaintiff alleges that as a result of Defendants' unlawful practices and policies, Plaintiff and the Class Members were:

- A. Not provided with all off duty meal periods;
- B. Not authorized and permitted to take all rest break periods;
- C. Not paid one hour's pay for each workday in which Defendants failed to authorize and permit them to take one or more timely rest periods;
- D. Not paid one hour's pay for each workday in which Defendants failed to provide them with one or more timely meal periods;
- E. Not paid all wages earned, including, but not limited to, minimum, regular, overtime, and doubletime wages for work performed while clocked out;
- F. Not indemnified for all necessary business expenditures incurred during the discharge of their duties;
- G. Not provided with accurate and complete wage statements; and
- H. Not timely paid all earned and unpaid wages at the time their employment ended.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES AT THE CORRECT RATES

Lab. Code §§ 510, 1194, 1197, and 1198

(By Plaintiff, on behalf of himself and the Class, against all Defendants)

32. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

33. At all relevant times, Plaintiff and the Class Members have been non-exempt employees entitled to the protections of both the Labor Code and the Wage Order.



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1 **A. FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED AT**
2 **THE CORRECT RATES OF PAY**

3 34. Section 2 of the Wage Order defines “hours worked” as “the time during which an
4 employee is subject to the control of an employer, and includes all the time the employee is
5 suffered or permitted to work, whether or not required to do so.”

6 35. Section 3 of the Wage Order states:

7 (A) Daily Overtime - General Provisions

8 (1) The following overtime provisions are applicable to
9 employees 18 years of age or over and to employees 16 or
10 17 years of age who are not required by law to attend
11 school and are not otherwise prohibited by law from
12 engaging in the subject work. Such employees shall not be
13 employed more than eight (8) hours in any workday or
14 more than 40 hours in any workweek unless the employee
15 receives one and one-half (1 ½) times such employee’s
16 regular rate of pay for all hours worked over 40 hours in
17 the workweek. Eight (8) hours of labor constitutes a day’s
18 work. Employment beyond eight (8) hours in any workday
19 or more than six (6) days in any workweek is permissible
20 provided the employee is compensated for such overtime
21 at not less than:

22 (a) One and one-half (1 ½) times the employee’s
23 regular rate of pay for all hours worked in excess of
24 eight (8) hours up to and including 12 hours in any
25 workday, and for the first eight (8) hours worked on
26 the seventh (7th) consecutive day of work in a
27 workweek.

28 (b) Double the employee’s regular rate of pay for all
hours worked in excess of 12 hours in any workday
and for all hours worked in excess of eight (8) hours
on the seventh (7th) consecutive day of work in a
workweek.

(c) The overtime rate of compensation required to be
paid to a nonexempt full-time salaried employee
shall be computed by using the employee’s regular
hourly salary as one-fortieth (1/40) of the
employee’s weekly salary.



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1 36. Section 4 of the Wage Order requires an employer to pay non-exempt employees
2 at least the minimum wage set forth therein for all hours worked, which consists of all hours that
3 an employer has actual or constructive knowledge that employees are working.

4 37. Labor Code section 510 states:

5 Eight hours of labor constitutes a day's work. Any work in excess of eight hours
6 in one workday and any work in excess of 40 hours in any one workweek and the
7 first eight hours worked on the seventh day of work in any one workweek shall be
8 compensated at the rate of no less than one and one-half times the regular rate of
9 pay for an employee. Any work in excess of 12 hours in one day shall be
10 compensated at the rate of no less than twice the regular rate of pay for an
11 employee. In addition, any work in excess of eight hours on any seventh day of a
workweek shall be compensated at the rate of no less than twice the regular rate of
pay of an employee. Nothing in this section requires an employer to combine more
than one rate of overtime compensation in order to calculate the amount to be paid
to an employee for any hour of overtime work.

12 38. Labor Code section 1194 invalidates any agreement between an employer and an
13 employee to work for less than the minimum wage required under the applicable Wage Order.

14 39. Labor Code section 1197 makes it unlawful for an employer to pay an employee
15 less than the minimum wage required under the applicable Wage Order for all hours worked
16 during a payroll period.

17 40. Labor Code section 1198 makes it unlawful for an employer to employ an
18 employee under conditions that violate the Wage Order.

19 41. In conjunction, these provisions of the Labor Code require employers to pay non-
20 exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours
21 worked, including unrecorded hours when the employer knew or reasonably should have known
22 that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22
Cal.4th 575, 585.)

23 42. At all relevant times during the applicable limitations period, Defendants failed to
24 compensate Plaintiff and the Class Members for all hours worked, including, but not limited to
25 minimum, regular, overtime and doubletime wages for all minimum, regular, overtime and
26 doubletime hours, respectively, that they worked at the correct rates of pay.

27 43. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
28 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'



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1 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
2 rates of pay as required by California law.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PROVIDE MEAL PERIODS**

5 **Lab. Code §§ 226.7 and 512**

6 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

7 44. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

8 45. At all relevant times during the applicable limitations period, Plaintiff and the
9 Class Members have been employees of Defendants and entitled to the benefits and protections
10 of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

11 46. In relevant part, California Labor Code § 1198 states:

12 The maximum hours of work and the standard conditions of labor fixed by the
13 commission shall be the maximum hours of work and the standard conditions of
14 labor for employees. The employment of any employee for longer hours than those
15 fixed by the order or under conditions of labor prohibited by the order is unlawful.

16 47. In relevant part, In relevant part, California Labor Code § 512 states:

17 An employer shall not employ an employee for a work period of
18 more than five hours per day without providing the employee with
19 a meal period of not less than 30 minutes, except that if the total
20 work period per day of the employee is no more than six hours, the
21 meal period may be waived by mutual consent of both the
22 employer and employee.

23 An employer shall not employ an employee for a work period of
24 more than 10 hours per day without providing the employee with
25 a second meal period of not less than 30 minutes, except that if the
26 total hours worked is no more than 12 hours, the second meal
27 period may be waived by mutual consent of the employer and the
28 employee only if the first meal period was not waived.

48. In relevant part, Section 11 of the Wage Order states:

Meal Periods

(A) No employer shall employ any person for a work period of more
than five (5) hours without a meal period of not less than 30
minutes, except that when a work period of not more than six (6)



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hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. . . .

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

49. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

50. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the Class Members were entitled to uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled to a second 30-minute meal period when they worked more than 10 hours in a workday.

51. Defendants intentionally failed to provide Plaintiff and the Class Members with all required 30-minute duty free meal periods in accordance with the Wage Order. The Defendants required Woodard and the Class Members to monitor vehicles entering and exiting the worksite off the clock and without pay during their meal periods.

52. At all relevant times, Defendants failed to provide Plaintiff and the Class Members



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1 with all timely rest and meal periods. Defendants denied Plaintiff and the other Class Members
2 their 30-minute off-duty meal period within the first five hours of work. Furthermore, Defendants
3 failed to pay premium wages for days on which they failed to provide Plaintiff and the other Class
4 Members with timely meal periods.

5 53. Plaintiff is informed and believes and thereon alleges that, at all relevant times
6 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
7 which resulted in Defendants not providing the and the Class Members with all off-duty meal
8 periods required by California law.

9 54. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
10 suffered damages in amounts subject to proof to the extent they were not paid additional wages
11 owed for all meal periods not provided to them.

12 55. By reason of the above, Plaintiff and the Class Members are entitled to premium
13 wages for workdays in which one or more meal periods were not provided to them pursuant to
14 California Labor Code § 226.7.

15 **THIRD CAUSE OF ACTION**

16 **FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**

17 **Lab. Code § 226.7**

18 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

19 56. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

20 57. At all relevant times during the applicable limitations period, Plaintiff and the
21 Class Members have been employees of Defendants and entitled to the benefits and protections
22 of California Labor Code §§ 226.7 and 1198, and the Wage Order.

23 58. In relevant part, California Labor Code § 1198 states:

24 The maximum hours of work and the standard conditions of labor
25 fixed by the commission shall be the maximum hours of work and
26 the standard conditions of labor for employees. The employment
27 of any employee for longer hours than those fixed by the order or
28 under conditions of labor prohibited by the order is unlawful.

59. In relevant part, Section 12 of the Wage Order states:

Rest Periods:



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(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

60. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

61. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be authorized and permitted to take net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

62. Defendants intentionally failed to authorize and permit Plaintiff and the Class Members to take all 10-minute rest periods free from any work duties in accordance with the Wage Order.

63. At all relevant times, Defendants failed to authorize and permit Plaintiff and the



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1 Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium
2 wages to Plaintiff and the Class Members for days on which they failed to authorize and permit
3 Plaintiff and the other Class Members to take timely rest periods.

4 64. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
5 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or major
6 fraction thereof. Defendants did not seek an exemption from the rest period protections of the
7 Wage Order from the California Division of Labor Standards Enforcement. Moreover,
8 Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they failed
9 to authorize and permit them to take 10-minute rest periods every four hours worked or major
fraction thereof.

10 65. Plaintiff is informed and believes and thereon alleges that, at all relevant times
11 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
12 which resulted in Defendants not authorizing and permitting Plaintiff and the Class Members to
13 take all rest breaks required by California law.

14 66. Defendants failed to provide Plaintiff with all required rest breaks in accordance
15 with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at relevant times
16 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
17 which resulted in Defendants not providing the Class Members with all rest breaks required by
California law.

18 67. Defendants failed to pay Plaintiff the additional wages required by California
19 Labor Code § 226.7 for all rest breaks not provided to him. Plaintiff is informed and believes and
20 thereon alleges that, at relevant times within the applicable limitations period, Defendants have
21 maintained a policy, practice, or a lack of a policy which resulted in Defendants not providing the
22 Class Members with additional wages for all rest breaks not provided to them as required by
23 California Labor Code § 226.7.

24 68. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
25 suffered damages in amounts subject to proof to the extent they were not paid additional wages
26 owed for all rest breaks not provided to them.

27 69. By reason of the above, Plaintiff and the Class Members are entitled to premium
28 wages for workdays in which one or more rest breaks were not provided to them pursuant to
California Labor Code § 226.7.



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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO INDEMNIFY**

3 **Lab. Code § 2802**

4 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

5 70. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

6 71. In pertinent part, California Labor Code § 2802(a) states: “An employer shall
7 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct
8 consequence of the discharge of his or her duties.”

9 72. California Labor Code § 1198 prohibits employers from employing their
10 employees under conditions prohibited by the Wage Order.

11 73. At all relevant times, Defendants required Plaintiff and the Class Members to incur
12 certain business expenses in the course of performing their duties.

13 74. As described above, the Defendants required Woodard and all of the other Class
14 Members to incur certain business expenses in the course of performing their duties. The
15 Defendants required Woodard and all of the other Class members to supply mobile phones, and
16 vehicles for transportation between work sites to perform their job duties. However, the
17 Defendants did not provide these items and did not reimburse Woodard and the other Class
18 members for these items.

19 75. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
20 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants’
21 failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred
22 during the course of performing their duties.

23 **FIFTH CAUSE OF ACTION**

24 **FAILURE TO ISSUE ACCURATE AND COMPLETE WAGE STATEMENTS**

25 **Lab. Code § 226**

26 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

27 **A. FAILURE TO PROVIDE ACCURATE AND COMPLETE WRITTEN WAGE**
28 **STATEMENTS**

76. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

77. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were
entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized



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statement showing:

- A. Gross wages earned;
- B. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
- C. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
- D. All deductions, provided that all deductions made on written orders of the Employee may be aggregated and shown as one item;
- E. Net wages earned;
- F. The inclusive dates of the period for which the employee is paid;
- G. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;
- H. The name and address of the legal entity that is the employer; and
- I. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

78. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if the employer fails to provide accurate and complete information as required by California Labor Code § 226(a) and the employee cannot “promptly and easily determine” from the wage statement alone one or more of the following:

- A. The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to California Labor Code § 226(a);
- B. Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period;
- C. The name and address of the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name and address of the legal entity that secured the services of the employer during the pay period;



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1 D. The name of the employee and only the last four digits of his or her
2 social security number or an employee identification number other than a social security number;
3 and

4 E. The number of piece-rate units earned and the piece rate.

5 79. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
6 means a reasonable person would be able to readily ascertain the information without reference
7 to other documents or information.

8 80. As alleged herein, at all relevant times during the applicable limitations period,
9 Defendants violated California Labor Code section 226 because they did not properly and
10 accurately itemize each employee’s gross wages earned, net wages earned, the total hours worked,
11 the corresponding number of hours worked at each rate by the employee and other requirements
12 of California Labor Code section 226. Defendants failed to state in the wage statements they
13 issued to Plaintiff and the other Class Members all their hours worked and wages earned,
14 including, but not limited to, regular and overtime wages for work they performed off-the-clock
15 after clocking-out (as described above). Defendants knowingly and intentionally did not issue
16 either as a detachable part of the check, draft, or voucher paying the employee’s wages, or
17 separately if wages are paid by personal check or cash, statements to Plaintiff and the Class
18 Members that state all minimum wages earned, all regular wages earned, all overtime wages
19 earned, all doubletime wages earned, all meal period premium wages earned, all rest break
20 premium wages earned, and related information.

21 81. Defendants’ failure to provide Plaintiff and the other Class Members with accurate
22 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
23 the other Class Members with accurate wage statements but intentionally provided wage
24 statements that Defendants knew were not accurate.

25 82. As a result of being provided with inaccurate wage statements by Defendants,
26 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive accurate
27 wage statements were violated and they were misled about the amount of wages they had actually
28 earned and were owed. In addition, the absence of accurate information on their wage statements
prevented immediate challenges to Defendants’ unlawful pay practices, has required discovery
and mathematical computations to determine the amounts of wages owed, has caused difficulty
and expense in attempting to reconstruct time and pay records and/or has led to the submission of



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1 inaccurate information about wages to state and federal government agencies. Further, Plaintiff
2 and the other Class Members were not able to ascertain from the wage statements whether
3 Defendants complied with their obligations under California Labor Code section 226(a).

4 **SIXTH CAUSE OF ACTION**

5 **WILLFUL FAILURE TO TIMELY PAY FINAL WAGES**

6 **Lab. Code §§ 201, 202, and 203**

7 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

8 83. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

9 84. At all relevant times during the applicable limitations period, Plaintiffs and the
10 Class have been non-exempt employees of Defendants and entitled to the benefits and protections
11 of California Labor Code §§ 201, 202, and 203, and the Wage Order.

12 85. Labor Code § 201 provides that all earned and unpaid wages of an employee who
13 is discharged are due and payable immediately at the time of discharge.

14 86. Labor Code § 202 provides that all earned and unpaid wages of an employee who
15 quits after providing at least 72-hours notice before quitting are due and payable at the time of
16 quitting and that all earned and unpaid wages of an employee who quits without providing at least
17 72-hours notice before quitting are due and payable within 72 hours.

18 87. The Defendants failed to pay Woodard and all of the other Class Members whose
19 employment ended all of the earned but unpaid wages described above by the conclusion of their
20 employment with Woodard, including minimum wages, regular wages, overtime wages,
21 doubletime wages, unprovided meal period premium wages, unprovided rest break premium
22 wages, and related compensation.

23 88. By failing to pay such earned wages to Plaintiff and the Class Members,
24 Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code
25 § 201 or § 202.

26 89. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff
27 and the Class Members all of their earned and unpaid wages (described above) have been willful
28 in that, at all relevant times, Defendants have deliberately maintained policies and practices that
violate the requirements of the Labor Code and the Wage Order, even though at all relevant times,
they have had the ability to comply with those legal requirements.

90. Pursuant to Labor Code § 203, Plaintiffs seeks waiting time penalties on behalf of



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1 themselves and the Class, in amounts subject to proof not to exceed 30 days of waiting time
2 penalties for each Class Member.

3 **SEVENTH CAUSE OF ACTION**

4 **UNFAIR COMPETITION**

5 **Bus. & Prof. Code §§ 17200, *et seq.***

6 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

7 91. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

8 92. At all relevant times during the applicable limitations period, Plaintiff and the
9 Class Members have been employees of Defendants and entitled to the benefits and protections
10 of the Business and Professions Code §§ 17200, *et seq.*

11 93. The unlawful conduct of Defendants alleged herein amount to and constitutes
12 unfair competition within the meaning of California Business & Professions Code §§ 17200, *et*
13 *seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly
14 gained a competitive advantage over other comparable companies doing business in California
15 that comply with their legal obligations to compensate employees for all earned wages.

16 94. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the
17 Class Members have suffered injuries in fact and lost money or property. Plaintiff and the Class
18 Members were deprived of minimum wages, regular wages, overtime wages, doubletime wages,
19 missed meal period premium wages, missed rest period premium wages, phone expenses, mileage
20 expenses, and comparable money and property.

21 95. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
22 Class Members are entitled to restitution of all monies rightfully belonging to them that
23 Defendants did not pay them or otherwise retained by means of their unlawful and unfair business
24 practices.

25 96. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in
26 connection with their unfair competition claims pursuant to California Code of Civil Procedure §
27 1021.5, the substantial benefit doctrine and/or the common fund doctrine.
28

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EIGHTH CAUSE OF ACTION

CIVIL PENALTIES

Lab Code §§2698, *et seq.*

(By Plaintiff and the Aggrieved Employees against all Defendants)

97. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

98. The “Aggrieved Employees” are all members of the Class defined above who Defendants employed during the period beginning October 6, 2021 and ending on the date that final judgment is entered in this action.

99. Labor Code § 204 states

(a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. ...

(b) (1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

(2) An employer is in compliance with the requirements of subdivision (a) of Section 226 relating to total hours worked by the employee, if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in a subsequently issued paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.

(c) However, when employees are covered by a collective bargaining agreement that provides different pay arrangements, those arrangements shall apply to the covered employees.

(d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

100. Defendants paid wages to employees on regular intervals. Defendants, however, failed to pay Plaintiff on such intervals for all wages earned and all hours worked. On information and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such intervals for all wages earned and all hours worked.

101. Labor Code section 1174, which also pertains to recordkeeping, states:

Every person employing labor in this state shall



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...

(c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.

(d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

102. Labor Code section 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

103. Section 7 of Wage Order states,

(A) Every employer shall keep accurate information with respect to each employee, including the following:

(1) Full name, home address, occupation and social security number.

(2) Birth date, if under 18 years, and designation as a minor.

(3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which, operations cease and authorized rest periods need not be recorded.

(4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.

(5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.



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(6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

...

(E) All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three (3) years at the place of employment or at a central location within the State of California. An employee's records shall be available for inspection by the employee upon reasonable request.

104. Defendants failed to compensate Plaintiff and all of the other Aggrieved Employees for all hours worked at the correct rates of pay, including all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, and the employer's name and address. As a result, Defendants have failed to accurately maintain all records required by section 1174 and the Wage Order, including but not limited to Plaintiff and all of the other Aggrieved Employees' total hours worked, total wages paid, and applicable hourly rates during each payroll period.

105. During the applicable time period, Defendants violated California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558.1, 1174, 1194, 1197, 1198, and 2802.

106. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

107. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class are entitled to recover civil penalties for each of the Defendants' violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558.1, 1174, 1194, 1197, 1198, and 2802 during the applicable limitations period in the following amounts:

A. For violations of California Labor Code § 204, one hundred dollars (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee for each subsequent, willful or intentional violation (penalty amounts established by California Labor Code § 210).

B. For violations of California Labor Code § 226(a), two hundred fifty dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars (\$1,000.00)



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1 for each Aggrieved Employee for each subsequent violation (penalty amounts established by
2 California Labor Code § 226.3).

3 C. For violations of California Labor Code §§ 510 and 512, fifty dollars
4 (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00) for
5 each Aggrieved Employee for each subsequent violation, per pay period (penalty amounts
6 established by California Labor Code § 558).

7 D. For violations of California Labor Code § 1197, one hundred dollars
8 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred
9 fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period
10 (regardless of whether the initial violations were intentionally committed) (penalty amounts
11 established by California Labor Code § 1197.1).

12 E. For violations of California Labor Code § 1174, \$500 for Each Aggrieved
13 employee for each violation of Labor Code section 1174 (penalties set by Labor Code
14 section 1174.5).

15 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
16 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for
17 each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay
18 period for each subsequent violation (penalty amounts established by California Labor Code §
19 2699(f)(2)).

20 108. Plaintiff has complied with the procedures for bringing suit specified in California
21 Labor Code § 2699.3. By a letter dated October 6, 2022, Plaintiff filed a written notice online
22 with the Labor and Workforce Development Agency (“LWDA”) and gave written notice by
23 certified mail to Defendants of the specific provisions of the California Labor Code alleged to
24 have been violated, including the facts and theories to support the alleged violations. A true and
25 correct copy of the notice to the LWDA dated October 6, 2022 is attached as Exhibit A. Plaintiff
26 accompanied her LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to take
27 action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff anticipates
28 that the LWDA will provide written notice to Plaintiff informing her that it does not intend to
investigate these allegations.

109. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
Employees are entitled to an award of civil penalties, reasonable attorney’s fees and costs in



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connection with their claims for civil penalties.

V. PRAYER FOR RELIEF

110. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays for relief and judgment against Defendants as follows:

A. An order that the action be certified as a class action with respect to Plaintiff's claims for violations of California law;

B. An order that Plaintiff be appointed class representative;

C. An order that counsel for Plaintiff be appointed class counsel;

D. Unpaid wages, including minimum, regular, overtime, double-time, split shift, vacation, missed meal period, missed rest period, nonproductive time, rest and recovery time, and reporting time wages;

E. Liquidated damages;

F. Statutory penalties, including waiting time penalties;

G. Civil penalties;

H. Restitution;

I. Declaratory relief;

J. Actual damages;

K. Pre-judgment interest;

L. Costs of suit;

M. Reasonable attorneys' fees; and

N. Such other relief as the Court deems just and proper.

VI. DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and all other Class Members, hereby demands a jury trial on all issues so triable.

Respectfully submitted,

THE SPIVAK LAW FIRM

Dated: January 20, 2023

By: 

DAVID G. SPIVAK
CAROLINE TAHMASSIAN,
Attorneys for Plaintiff(s), JONATHAN
WOODARD, and all others similarly
situated



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EXHIBIT A



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SENT BY ELECTRONIC SUBMISSION, CERTIFIED MAIL, AND EMAIL

October 6, 2022

Attn: PAGA Administrator
Labor and Workforce Development Agency
<http://dir.tflaforms.net>
Via Electronic Submission

Re: Jonathan Woodard / A1 Protective Services

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Jonathan Woodard (hereafter “Woodard” or “Complainant”) provides notice that A1 Protective Services, Inc., a California corporation, and related entities (collectively “the A1 Protective Services Employers” or “the Employers”) violated his rights and those of all other individuals the A1 Protective Services Employers have employed or otherwise contracted with in California as hourly and non-exempt, individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the “Aggrieved Employees”) under Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, 2802, and other Labor Code statutes. On behalf of himself and all other Aggrieved Employees, Woodard hereby provides this notice to the Labor & Workforce Development Agency and the A1 Protective Services Employers and their agents and representatives.

At all relevant times, the A1 Protective Services Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Woodard and all of the other Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 4-2001 (hereafter “the Wage Order”) section 2, subdivision (F) and “Aggrieved Employees” within the meaning of Labor Code section 2699(c).

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Statement of Facts

On approximately March 17, 2022, the A1 Protective Services Employers began to employ Woodard in San Francisco in the position of hourly, non-exempt security guard. The A1 Protective Services Employers continuously employed him in that capacity until on or about June 5, 2022 when his employment ended.

At all relevant times, the A1 Protective Services Employers issued wages to Woodard and all of the other Aggrieved Employees on a biweekly (26 paychecks/year) basis and paid them by the hour. At all relevant times, the A1 Protective Services Employers classified Woodard and all of the other Aggrieved Employees as protections of the Labor Code and the Wage Order.

The A1 Protective Services Employers failed to compensate Woodard and all of the other Aggrieved Employees for all hours worked at the applicable minimum or regular rates of pay. The A1 Protective Services Employers required Woodard and the Aggrieved Employees to travel between work posts in the same work day off-the-clock and without pay. The A1 Protective Services Employers required Woodard and the Aggrieved Employees to wait for the next guard on shift after their shifts are over off-the-clock and without pay. The A1 Protective Services Employers required Woodard and the Aggrieved Employees to monitor vehicles entering and exiting the worksite off the clock and without pay during their meal periods.

The A1 Protective Services Employers failed to compensate Woodard and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over eight in a day, over 40 in a week, and for the first eight hours of the seventh day of the workweek. The aforementioned unpaid work duties caused Woodard and the Aggrieved Employees to work overtime hours. However, The A1 Protective Services Employers did not pay Woodard and the Aggrieved Employees overtime premium wages for such work time.

The A1 Protective Services Employers failed to compensate Woodard and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over 12 in a day, and all over the first eight of the seventh day of the workweek. The aforementioned unpaid work duties caused Woodard and the Aggrieved Employees to work doubletime hours. However, The A1 Protective Services Employers did not pay

Woodard and the Aggrieved Employees doubletime premium wages for such work time.

At all relevant times, the A1 Protective Services Employers failed to provide Woodard and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. The A1 Protective Services Employers required Woodard and the Aggrieved Employees to monitor vehicles entering and exiting the worksite off the clock and without pay during their meal periods. The A1 Protective Services Employers also failed to pay premium wages for days on which they failed to provide Woodard and all of the other Aggrieved Employees with meal periods as required by law.

At all relevant times, the A1 Protective Services Employers failed to authorize and permit Woodard and all of the other Aggrieved Employees to take ten-minute, off-duty, paid rest breaks every four hours worked or major portion thereof. The A1 Protective Services Employers required Woodard and the Aggrieved Employees to monitor vehicles entering and exiting the worksite off the clock and without pay during their meal periods. The A1 Protective Services Employers also failed to pay premium wages for days on which they failed to authorize and permit Woodard and all of the other Aggrieved Employees to take rest breaks as required by law.

At all relevant times, the A1 Protective Services Employers required Woodard and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The A1 Protective Services Employers required Woodard and all of the other Aggrieved Employees to supply mobile phones and transportation between work sites to perform their job duties. However, the A1 Protective Services Employers did not provide these items and did not reimburse Woodard and the other Aggrieved Employees for these items.

At all relevant times, the A1 Protective Services Employers failed to issue to Woodard and all of the other Aggrieved Employees complete and accurate wage statements that state all hours worked at the correct rates of pay, and all wages earned. The A1 Protective Services Employers knowingly and intentionally failed to state on the wage statements they issued to Woodard and all of the other Aggrieved Employees the unpaid wages discussed above. The wage statements fail to state all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, and other required information.

The A1 Protective Services Employers also failed to timely pay Woodard and all of the other Aggrieved Employees all earned wages as described above during and at the conclusion of employment.

The A1 Protective Services Employers failed to maintain accurate employee records of Woodard and all of the other Aggrieved Employees.

For the reasons stated herein, Woodard alleges the following violations of the Labor Code and the Wage Order on behalf of himself and all of the other Aggrieved Employees:

- (a) The A1 Protective Services Employers failed to pay Woodard and all of the other Aggrieved Employees all wages earned for all hours worked at the correct rates of pay, including minimum, regular, overtime, and doubletime wages;
- (b) The A1 Protective Services Employers failed to provide Woodard and all of the other Aggrieved Employees all meal periods in compliance with California law;
- (c) The A1 Protective Services Employers failed to authorize and permit Woodard and all of the other Aggrieved Employees to take rest breaks in compliance with California law;
- (d) The A1 Protective Services Employers failed to compensate Woodard and all of the other Aggrieved Employees at one hour's pay for each day in which the A1 Protective Services Employers failed to provide them with one or more meal periods as required by law;
- (e) The A1 Protective Services Employers failed to compensate Woodard and all of the other Aggrieved Employees at one hour's pay for each day in which the A1 Protective Services Employers failed to authorize and permit them to take one or more rest breaks as required by law;

- (f) The A1 Protective Services Employers failed to indemnify Woodard and all of the other Aggrieved Employees for all necessary business expenditures incurred during the discharge of their duties;
- (g) The A1 Protective Services Employers knowingly and intentionally failed to provide Woodard and all of the other Aggrieved Employees with accurate wage statements;
- (h) The A1 Protective Services Employers willfully failed to timely pay Woodard and all of the other Aggrieved Employees all earned and unpaid wages during their employment with the A1 Protective Services Employers and when their employment ended; and
- (i) The A1 Protective Services Employers failed to maintain accurate employment records pertaining to Woodard and all of the other Aggrieved Employees.

Accordingly, Woodard now seeks civil penalties on behalf of himself and all of the other Aggrieved Employees based on the A1 Protective Services Employers' alleged violations of the Labor Code and the Wage Order.

The Wage Order

The Wage Order applies to "all persons employed in professional, technical, mechanical, and similar occupations whether paid on a time, piece rate, commission, or other basis..." Wage Order, § 1. The Wage Order defines "Professional, Technical, Clerical, Mechanical, and Similar Occupations" to include

professional, semiprofessional, managerial, supervisory, laboratory, research, technical, clerical, office work, and mechanical occupations. Said occupations shall include, but not be limited to, the following: accountants; agents; appraisers; artists; attendants; audio-visual technicians; bookkeepers; bundlers; billposters; canvassers; carriers; cashiers; checkers; clerks; collectors; communications and sound technicians; compilers; copy holders; copy readers; copy writers; computer programmers and operators; demonstrators and display representatives; dispatchers; distributors; door-keepers; drafters; elevator operators; estimators; editors; graphic arts

technicians; guards; guides; hosts; inspectors; installers; instructors; interviewers; investigators; librarians; laboratory workers; machine operators; mechanics; mailers; messengers; medical and dental technicians and technologists; models; nurses; packagers; photographers; porters and cleaners; process servers; printers; proof readers; salespersons and sales agents; secretaries; sign erectors; sign painters; social workers; solicitors; statisticians; stenographers; teachers; telephone, radiotelephone, telegraph and call-out operators; tellers; ticket agents; tracers; typists; vehicle operators; x-ray technicians; their assistants and other related occupations listed as professional, semiprofessional, technical, clerical, mechanical, and kindred occupations

Wage Order, § 2(O). At all relevant times during the applicable limitations period, the A1 Protective Services Employers, Woodard, and all of the Aggrieved Employees were covered by the Wage Order because the A1 Protective Services Employers operated, and Woodard, and all of the Aggrieved Employees, worked for the A1 Protective Services Employers as guards, their assistants and other related occupations listed as professional, semiprofessional, technical, clerical, mechanical, and kindred occupations. Accordingly, Woodard and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

Failure To Pay Wages For All Hours Worked At The Correct
Rates of Pay
(Lab. Code §§ 510, 1194, 1197, and 1198)

Under Labor Code section 1197, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

In relevant part, section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do[.]

In relevant part, Labor Code section 1194 states:

- (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

In relevant part, Labor Code section 510 states:

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

In relevant part, Section 3 of the Wage Order states:

The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 in a workweek unless the employee receives one and one half (1½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek;

- (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek; and
- (c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

In conjunction, these provisions of the Labor Code require employers to pay employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working "off-the-clock" (before punching in or after punching out on a time clock) when the employer knew or reasonably should have known that employees were working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

The A1 Protective Services Employers required Woodard and the Aggrieved Employees to travel between work posts in the same work day off-the-clock and without pay. The A1 Protective Services Employers required Woodard and the Aggrieved Employees to wait for the next guard on shift after their shifts are over off-the-clock and without pay. The A1 Protective Services Employers required Woodard and the Aggrieved Employees to monitor vehicles entering and exiting the worksite off the clock and without pay during their meal periods. The aforementioned unpaid work duties caused Woodard and the Aggrieved Employees to work overtime hours. However, The A1 Protective Services Employers did not pay Woodard and the Aggrieved Employees overtime premium wages for such work time. The aforementioned unpaid work duties caused Woodard and the Aggrieved Employees to work doubletime hours. However, The A1 Protective Services Employers did not pay Woodard and the Aggrieved Employees doubletime premium wages for such work time.

At all relevant times during the applicable limitations period, the A1 Protective Services Employers failed to compensate Woodard and all of the other Aggrieved Employees for all hours worked, including, but not limited to minimum, regular, overtime, and doubletime wages for all hours they worked at the correct rates of pay. Accordingly,

Woodard now seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows:

1. \$50 for each aggrieved employee for each initial violation of Labor Code § 510, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code § 558);
2. \$100 for each aggrieved employee for each initial violation of Labor Code § 1194, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2));
3. \$100 for each underpaid aggrieved employee for each initial violation of Labor Code § 1197, and \$250 for each underpaid aggrieved employee for each subsequent violation per pay period (regardless of whether the initial violations were intentionally committed), in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203 (penalties set by Labor Code § 1197.1) and
4. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

Failure to Provide Meal Periods
(Lab. Code §§ 226.7, 512, and 1198)

In relevant part, section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states, “The employment of any employee ... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Labor Code section 512 states:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

In relevant part, section 11 of the Wage Order states:

Meal Periods

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. . . .
- (B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable

statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

At all relevant times, the A1 Protective Services Employers failed to provide Woodard and all of the other Aggrieved Employees with all timely meal periods. The A1 Protective Services Employers denied Woodard and all of the other Aggrieved Employees their 30-minute off-duty meal period within the first five hours of work. The A1 Protective Services Employers required Woodard and the Aggrieved Employees to monitor vehicles entering and exiting the worksite off the clock and without pay during their meal periods. Furthermore, the A1 Protective Services Employers failed to pay premium wages for days on which they failed to provide Woodard and all of the other Aggrieved Employees with timely meal periods. Accordingly, Woodard now seeks civil penalties for these Labor Code violations that the A1 Protective Services Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2));
2. \$50 for each aggrieved employee for each initial violation of Labor Code section 512, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code section 558); and

3. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Authorize and Permit Rest Periods
(Lab. Code §§ 226.7 & 1198)

Section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states,

The employment of any employee . . . under conditions of labor prohibited by the [Wage Order] is unlawful.

Section 12 of the Wage Order provides, in relevant part:

Rest Periods:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the

employee's regular rate of compensation for each workday that the rest period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

The A1 Protective Services Employers failed to authorize and permit Woodard and all of the other Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every four hours worked or major fraction thereof. The A1 Protective Services Employers did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. The A1 Protective Services Employers required Woodard and the Aggrieved Employees to monitor vehicles entering and exiting the worksite off the clock and without pay during their meal periods. Moreover, the A1 Protective Services Employers failed to pay Woodard and all of the other Aggrieved Employees premium wages on workdays the A1 Protective Services Employers failed to provide Woodard and all of the other Aggrieved Employees with 10-minute rest periods every four hours worked or major fraction thereof. Accordingly, Woodard now seeks civil penalties for these Labor Code violations that the A1 Protective Services Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Reimburse for Expenses
(Lab. Code §§ 1198 and 2802)

In pertinent part, Labor Code § 2802(a) states, “An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.”

Additionally, the Wage Order states,

- (A) When uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.
...
- (B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.

Wage Order, § 9(B).

Labor Code Section 1198 prohibits an employer from employing any person under conditions that violate the Wage Order.

As described above, the A1 Protective Services Employers required Woodard and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The A1 Protective Services Employers required Woodard and all of the other Aggrieved Employees to supply mobile phones, transportation between work sites to perform their job duties. However, the A1 Protective Services Employers did not provide these items and did not reimburse Woodard and the other Aggrieved Employees for these items. Additionally, the A1 Protective Services Employers did not provide tools to Woodard and the other Aggrieved Employees it required them to use to perform their work, nor did they reimburse them for such tools, including , and related tools. Accordingly, Woodard seeks civil penalties for these Labor Code violations that the A1 Protective Services Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 2802, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Provide Accurate Wage Statements
(Lab. Code § 226)

Labor Code section 226(a) requires an employer to provide an employee, either semi-monthly or at the time of each wage payment, with an accurate and itemized written wage statement that shows:

1. Gross wages earned;
2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

3. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
4. All deductions, provided that all deductions made on written orders of the Employee may be aggregated and shown as one item;
5. Net wages earned;
6. The inclusive dates of the period for which the employee is paid;
7. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;
8. The name and address of the legal entity that is the employer; and
9. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

At all relevant times during the applicable limitations period, the A1 Protective Services Employers violated Labor Code section 226 because they did not properly and accurately itemize each Aggrieved Employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the Aggrieved Employee and other requirements of Labor Code section 226. The A1 Protective Services Employers failed to state in the wage statements they issued to Woodard and all of the other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular and overtime wages for work they performed off-the-clock after clocking-out (as described above). The A1 Protective Services Employers knowingly and intentionally failed to state on the wage statements they issued to Woodard and all of the other Aggrieved Employees the earned but unpaid wages described above. The wage statements do not state all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, and other required information.

Accordingly, Woodard seeks civil penalties for the Labor Code violations that the A1 Protective Services Employers have committed against him and all of the other Aggrieved Employees as follows: \$250 for each aggrieved employee for each initial violation of Labor Code section 226(a), and \$1,000 for each aggrieved employee for each subsequent violation (penalties set by Labor Code section 226.3).

Failure to Timely Pay Wages Upon Termination of Employment
(Lab. Code §§ 201, 202, and 203)

Under Labor Code § 201, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under § 202, if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting. *Id.*

Under Labor Code § 203, if an employer willfully fails to pay without abatement or reduction, in accordance with §§ 201 and 202, the wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

The A1 Protective Services Employers failed to pay Woodard and all of the other Aggrieved Employees whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Woodard, including minimum wages, regular wages, overtime wages, doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, and other compensation. By failing to pay Woodard and all of the other Aggrieved Employees as set forth above at the end of employment, the A1 Protective Services Employers are liable for violations of Labor Code §§ 201, 202, and 203. Accordingly, on behalf of

himself and all of the other Aggrieved Employees, Woodard seeks civil penalties from the A1 Protective Services Employers as follows:

1. For violations of Labor Code § 201, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 201 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 201 occurred (penalties set by Labor Code § 2699(f)(2));
2. For violations of Labor Code § 202, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 202 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 202 occurred (penalties set by Labor Code § 2699(f)(2)); and
3. For violations of Labor Code § 203, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 203 occurred, and \$200 for per aggrieved employee per pay period in which subsequent violations of § 203 occurred (penalties set by Labor Code § 2699(f)(2)).

Failure to Maintain Accurate Employment Records
(Lab. Code §§ 1174 & 1198)

Labor Code section 1174, which also pertains to recordkeeping, states:

Every person employing labor in this state shall:

...

- (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.
- (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with

rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

Labor Code section 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

Section 7 of Wage Order states,

- (a) Every employer shall keep accurate information with respect to each employee including the following:
 - (1) Full name, home address, occupation, and social security number.
 - (2) Birth date, if under 18 years, and designation as a minor.
 - (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
 - (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.
 - (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily

available to the employee upon reasonable request.

- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

The A1 Protective Services Employers failed to compensate Woodard and all of the other Aggrieved Employees for all hours worked at the correct rates of pay, including all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, and related compensation. As a result, the A1 Protective Services Employers have failed to accurately maintain all records required by section 1174 and the Wage Order, including but not limited to Woodard and all of the other Aggrieved Employees' total hours worked, total wages paid, and applicable hourly rates during each payroll period. Accordingly, Woodard seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows:

1. \$500 for each aggrieved employee for each violation of Labor Code section 1174 (penalties set by Labor Code section 1174.5); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

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LWDA / The A1 Protective Services Employers
Re: Jonathan Woodard
October 6, 2022
Page 21 of 21

Conclusion

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Jonathan Woodard will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David Spivak, Esq.

David@spivaklaw.com

cc: Jonathan Woodard
Walter L. Haines Esq.

A1 Protective Services, Inc.
c/o Agent for service of process
Paula Jones
Chief Executive Officer, A1 Protective Services, Inc.
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